

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2015 - 67**

**RESOLUTION OF THE CITY COUNCIL APPROVING PLANS AND SPECIFICATIONS  
AND AWARDING A CONTRACT TO BERGER CONCRETE, INC. FOR THE  
CORDELIA COMMUNITY PARK DOG PARK PAVEMENT PROJECT**

**WHEREAS**, the bid opening for the Cordelia Community Park Dog Park Pavement Project took place on March 17, 2015; and

**WHEREAS**, the apparent low bidder was Berger Concrete, Inc. in the amount of \$162,863.78.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY  
RESOLVES:**

Section 1. The plans and specifications for the Cordelia Community Park Dog Park Repavement Project are hereby approved.

Section 2. The City Manager is authorized to enter into a contract with Berger Concrete, Inc. for the Cordelia Community Park Dog Park Pavement Project in the amount of \$162,863.78.

Section 3. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 4. The City Manager is hereby authorized to implement the above-mentioned contract.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of April 2015, by the following vote:

AYES: COUNCILMEMBERS: Price/Timm/Bertani/Moy/Vaccaro

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

*David L. Price*  
MAYOR

ATTEST:

*Karen L. Rees*  
CITY CLERK

pw

## ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of May 11, 2015, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and BERGER CONCRETE, INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

### I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

#### **CORDELIA COMMUNITY PARK DOG PARK PAVEMENT PROJECT**

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by Callander Associates Landscape Architecture, Inc., numbered L1 through L6 and dated February 11, 2015.
- b. Advertisement for Bids.
- c. The Accepted Bid, dated March 17, 2015.
- d. Instructions to Bidders.
- e. Specifications consisting of:
  - 1) Special Provisions.
  - 2) City of Fairfield Standard Details and Specifications, 2014 edition.
  - 3) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated July, 2006.
- f. Performance Bond, dated April 28, 2015.
- g. Labor and Material Bond, dated April 28, 2015.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

## II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **sixty (60) calendar days** after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LDs) an amount equal to **Five Hundred Dollars (\$500)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presume to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting for defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages for the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof.

## III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

## CORDELIA COMMUNITY PARK DOG PARK PAVEMENT PROJECT

Item No.	Item of Work	Unit	Qty	Item Price	Total Price
1	TEMPORARY CONSTRUCTION FENCE	LS	1	\$3,125.00	\$3,125.00
2	MOBILIZATION	LS	1	\$20,015.00	\$20,015.00
3	DEMOLITION, CLEARING & GRUBBING	LS	1	\$28,169.00	\$28,169.00
4	BARK MULCH	CY	22	201.23	\$4,427.06
5	STRIPING	LS	1	\$2,671.00	\$2,671.00
6	CONCRETE PAVEMENT	SF	13,164	\$7.73	\$101,757.72
7	SITE FURNISHINGS	LS	1	\$2,699.00	\$2,699.00
<b>TOTAL BID PRICE</b>					<b>\$162,863.78</b>

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

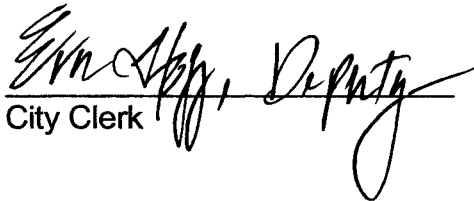
V. WORKERS' COMPENSATION

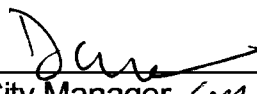
Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

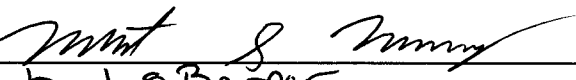
WITNESS:

CITY OF FAIRFIELD

  
City Clerk

By:   
City Manager *COM*

BERGER CONCRETE, INC.  
CONTRACTOR

By:   
Robert S. Berger

CEO  
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: C-8, A

b. Number: 675120

c. Expiration Date: 10/31/2015

FEI Number: 91-1836710

# EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

**Please complete the following:** (To be complete by the department)

Department: \_\_\_\_\_ Date of Contract: \_\_\_\_\_

Authorized Res. No.: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_

Person Reviewing EDD Requirements

**EDD REPORTING REQUIREMENTS.** When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

## BOX 1

NAME AND ADDRESS	
FULL NAME	Berger Concrete Inc.
ADDRESS	PO Box 402
CITY, STATE, ZIP	Vineburg, CA 95487

## BOX 2

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	91-1836710
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

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- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
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Please indicate the type of business and provide the information requested:

## BOX 1

NAME AND ADDRESS	
FULL NAME	Berger Concrete Inc.
ADDRESS	PO Box 402
CITY, STATE, ZIP	Vineburg, CA 95487

## BOX 2

<input type="checkbox"/>	SOLE PROPRIETORSHIP	
<input type="checkbox"/>	PARTNERSHIP	
<input type="checkbox"/>	LIMITED LIABILITY PARTNERSHIP	
<input checked="" type="checkbox"/>	CORPORATION	91-1836710
<input type="checkbox"/>	LIMITED LIABILITY CORPORATION	
<input type="checkbox"/>	NON-PROFIT CORPORATION	
<input type="checkbox"/>	OTHER FORM OF ORGANIZATION	

**PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD**

ARTICLES OF AGREEMENT

A - 5

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to Berger Concrete, Inc.

PO Box 402

Vineburg, CA 95487

*(Name and address of Contractor)*

("Contractor") a contract (the "Contract") for the work described as follows:

**CORDELIA COMMUNITY PARK DOG PARK PAVEMENT PROJECT**

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and Old Republic  
Surety Company

P.O. BOX 1635, MILWAUKEE, WI 53201 - 1635

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of One Hundred Sixty Two  
Thousand Eight Hundred Sixty Three and 78/100

Dollars (\$ 162,863.78 ), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.



FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: April 28, 2015

"Contractor"

Berger Concrete, Inc.

Robert J Berger

By: Robert J Berger  
Title - CEO

By: \_\_\_\_\_  
Title

(Seal)

"Surety"

Old Republic Surety Company

Julia Ann Pitta

By: Julia Ann Pitta  
Title: Attorney-in-Fact

By: n/a  
Title

(Seal)

*Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

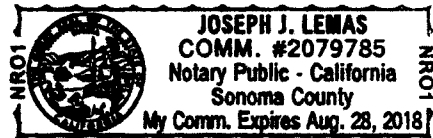
State of California  
County of Sonoma

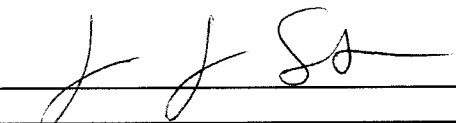
On May 1st, 2015 before me, Joseph J Lemas  
(insert name and title of the officer)

personally appeared Robert S Berger,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DAVID G. HARRIS; JULIA ANN PITTA, OF WALNUT CREEK, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF FIVE MILLION DOLLARS(\$5,000,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20TH day of JANUARY, 2015.

Phyllis M. Johnson  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 20TH day of JANUARY, 2015, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say, that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathy R. Pearson  
Notary Public

My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

**CERTIFICATE**

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31-1189



Signed and sealed at the City of Brookfield, WI this 28th day of April, 2015.

James C. Cherry  
Assistant Secretary

HEFFERNAN INSURANCE BROKERS

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT THIS DOCUMENT IS VOID

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

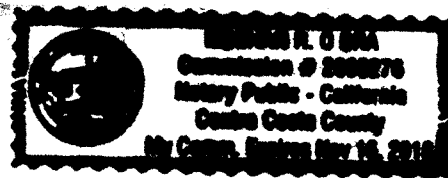
County of Contra Costa )

On 04/28/2015 before me, Meghan R. O Bra, Notary Public  
(insert name and title of the officer)

personally appeared Julia Ann Pitta,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Meghan R. O Bra (Seal)

**PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to Berger Concrete, Inc.

PO Box 402

Vineburg, CA 95487

*(Name and address of Contractor)*

("Contractor"), a contract (the "Contract") for the work described as follows:

**CORDELIA COMMUNITY PARK DOG PARK PAVEMENT PROJECT**

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and Old Republic

Surety Company

P.O. BOX 1635, MILWAUKEE, WI 53201 - 1635

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of One Hundred Sixty Two

Thousand Eight Hundred Sixty Three and 78/100

Dollars (\$ 162,863.78 ), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the

ARTICLES OF AGREEMENT

A - 8

California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

representative(s) pursuant to authority of its governing body.

Dated: April 28, 2015

"Contractor"

Berger Concrete, Inc.

Robert S Berger

By: Robert S Berger  
Title CEO

By: \_\_\_\_\_  
Title \_\_\_\_\_

(Seal)

"Surety"

Old Republic Surety Company

Julia Ann Pitta

By: Julia Ann Pitta  
Title: Attorney-in-Fact

By: n/a  
Title \_\_\_\_\_

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

## ACKNOWLEDGMENT

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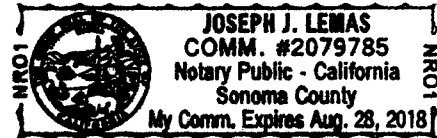
State of California  
County of Sonoma

On May 1st, 2015 before me, Joseph J Lemas  
(insert name and title of the officer)

personally appeared Robert S Berger,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature J J Sa (Seal)

# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DAVID G. HARRIS, JULIA ANN PITTA, OF WALNUT CREEK, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF FIVE MILLION DOLLARS(\$5,000,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20TH day of JANUARY, 2015.

Phyllis M. Johnson  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 20TH day of JANUARY, 2015, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say, that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathy R. Pearson  
Notary Public  
My commission expires: 9/28/2018

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31-1189



Signed and sealed at the City of Brookfield, WI this 28th day of April, 2015.

James E. Chermey  
Assistant Secretary

HEFFERNAN INSURANCE BROKERS

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa )

On 04/28/2015 before me, Meghan R. O Bra, Notary Public  
(insert name and title of the officer)

personally appeared Julia Ann Pitta,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

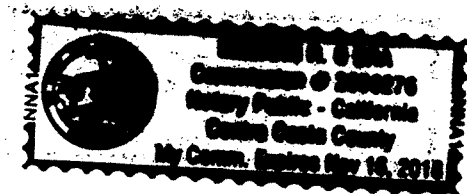
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Meghan R. O Bra

(Seal)



CITY OF FAIRFIELD  
STATE OF CALIFORNIA

PROPOSAL

**CORDELIA COMMUNITY PARK DOG PARK PAVEMENT PROJECT**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within 15 working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **sixty (60) calendar days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

**BERGER CONCRETE, INC.**  
**P.O. BOX 402**  
**VINEBURG, CA 95487**

Bidder acknowledges receipt of the following addenda:

Addendum No. 1

Date: march 10, 2015

Addendum No. \_\_\_\_\_

Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date: \_\_\_\_\_

**BERGER CONCRETE, INC.**  
**P.O. BOX 402**  
**VINEBURG, CA 95487**

CITY OF FAIRFIELD  
STATE OF CALIFORNIA

CORDELIA COMMUNITY PARK DOG PARK

Addendum No. 1

MARCH 10<sup>TH</sup>, 2015

This constitutes Addendum No. 1 to the Contract Documents for the CORDELIA COMMUNITY PARK DOG PARK. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

**PROJECT SPECIFICATIONS**

**Instructions to Bidders (white section):**

1) Page IB-1; Item 3 "Bidder's Guaranty."

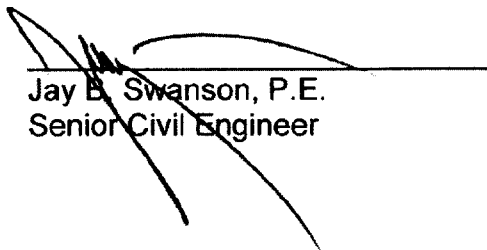
In the first sentence delete C-12 contractor license as noted and replace with the C-8 contractor's license.

Replace first sentence with:

*"The Prime Contractor, herein referred to as "Contractor", shall be duly licensed, A or ~~C-12~~ C-8 in accordance with provisions of the Contractor's License Law as contained in Division 3, Chapter 9 of the California Business and Professional Code..."*

Please note that the City will only accept an A or C-8 license as the Prime Consultant.

APPROVED:



Jay B. Swanson, P.E.  
Senior Civil Engineer

ACKNOWLEDGEMENT:



CONTRACTOR

**BERGER CONCRETE, INC.  
P.O. BOX 402  
VINEBURG, CA 95487**

## BID SCHEDULE

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

**BERGER CONCRETE, INC.**  
**P.O. BOX 402**  
**VINEBURG, CA 95487**

PROPOSAL  
P - 3

## DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, license number, and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

Subcontractor's Name and Address	Subcontractor's License Number	Portion of Work or Items to be Performed	Percent of Total Bid
1) United Striping, Inc. PO Box 690 Perris, CA 92451	470501	striping, site furnishings	1%.
2) Center Point Engineering 1217 Pleasant Grove Blvd #130 Roseville, CA 95678	LS 6947 107131076	#2 mobilization	1%.
3)			
4)			
5)			
6)			

*Note: Attach additional sheets if required*

**BERGER CONCRETE, INC.  
P.O. BOX 402  
VINEBURG, CA 95487**

NONCOLLUSION DECLARATION TO BE EXECUTED  
BY  
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the CEO of Berger Concrete, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 17th March 2015 [date], at Sanoma [city], CA [state].

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

3/17/15  
(Date)

[Signature]  
(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

Berger Concrete Inc.  
Name of Firm

PO Box 402 Vineburg, CA 95487  
Business Address

707-935-3800  
Phone Number

*Robert S. Berger*  
Signature of Responsible Official

Contractor's License:

a. Class: C-8, A

b. Number: 675120

c. Expiration Date: 10/31/2015

FEI Number: 91-1836710

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Berger Concrete Inc.  
Robert S. Berger - President/CEO

**BERGER CONCRETE, INC.**  
**P.O. BOX 402**  
**VINEBURG, CA 95487**



## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**CORDELIA COMMUNITY PARK DOG PARK PAVEMENT PROJECT**

**WHEREAS** Berger Concrete, Inc.

**P.O. Box 402, Vineburg, CA 95487**

(Name and address of Bidder)

(Contractor) desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and Old Republic Surety Company

**P.O. Box 1635, Milwaukee, WI 53201 - 1635**

James Earl Ray

County is a duly admitted surety insurer under the laws of the State of California, its Surety bond has been bound into City in the penal sum of Five Percent of State Amount Bid

10% \_\_\_\_\_ I being not less than ten per cent of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, assigns, and assigns, jointly and severally, firmly by these presents.

[illegible]

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by Plaintiff and Plaintiff's reasonable attorneys' fees in an amount fixed by the court. Such remedy waives the provisions of California Civil Code § 2845.



IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: March 12, 2015

"Contractor"

"Surety"

Berger Concrete, Inc.

Old Republic Surety Company

By: [Signature]

Title

By: [Signature]

David G. Harris, Attorney-in-Fact

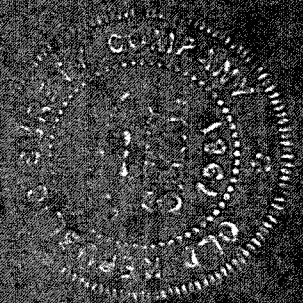
Title

By: \_\_\_\_\_

Title

By: n/a

Title



(Seal)

(Seal)

Notes: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DAVID G. HARRIS, STEPHANIE WORDEN, NICOLE EVANS, OF WALNUT CREEK, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF FIVE MILLION DOLLARS (\$5,000,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

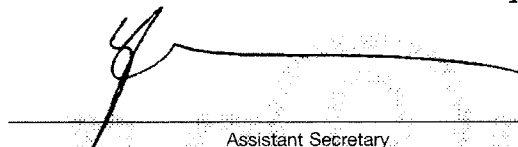
RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

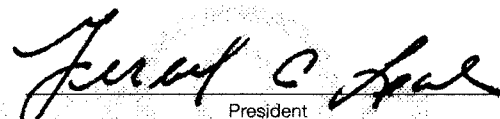
IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7TH day of JULY, 2010.

  
Assistant Secretary

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

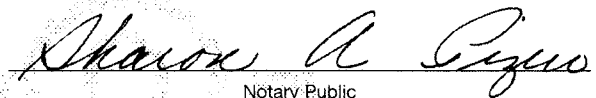


OLD REPUBLIC SURETY COMPANY

  
President

On this 7TH day of JULY, 2010, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public

My commission expires: 12/02/2012

### CERTIFICATE

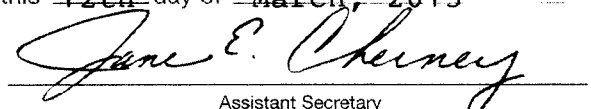
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31-1189



Signed and sealed at the City of Brookfield, WI this 12th day of March, 2015

HEFFERNAN INSURANCE BROKERS

  
Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Contra Costa )

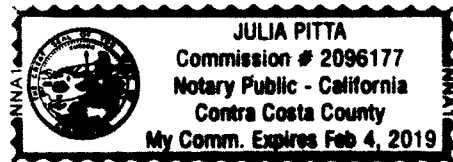
On 3/12/2015 before me, Julia Pitta, a Notary Public  
(insert name and title of the officer)

personally appeared David G. Harris,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Julia Pitta (Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

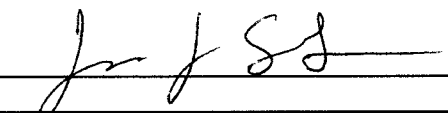
State of California  
County of Sonoma

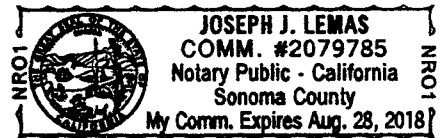
On March 17th, 2015 before me, Joseph J Lemas, Notary Public  
(insert name and title of the officer)

personally appeared Robert S. Berger  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





# Contractor's License Detail for License # 470501

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.  
Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.  
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.  
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

**Business Information**

UNITED STRIPING 101 INC  
P O BOX 690  
PENNGROVE, CA 94951  
Business Phone Number:(707) 766-9499

Entity Corporation  
Issue Date 03/06/1985  
Reissue Date 06/28/1995  
Expire Date **06/30/2015**

**License Status**

**This license is current and active.**  
**All information below should be reviewed.**

**Classifications**

C32 - PARKING AND HIGHWAY IMPROVEMENT

**Bonding Information**

**Contractor's Bond**

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.  
**Bond Number:** SC6019905  
**Bond Amount:** \$12,500  
**Effective Date:** 03/02/2009  
[Contractor's Bond History](#)

**Bond of Qualifying Individual**

The Responsible Managing Officer (RMO) CAPRARA ARMANDO certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.  
**Effective Date:** 06/28/1995

**Workers' Compensation**

This license has workers compensation insurance with the SECURITY NATIONAL INSURANCE COMPANY  
**Policy Number:**SWC1056507  
**Effective Date:** 10/01/2014  
**Expire Date:** 10/01/2015  
[Workers' Compensation History](#)

**Miscellaneous Information**

# Contractor's License Detail for License # 675120

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.  
Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.  
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.  
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

**Business Information**  
BERGER CONCRETE INC  
P O BOX 402  
VINEBURG, CA 95486  
Business Phone Number:(707) 935-3805

**Entity** Corporation  
**Issue Date** 08/03/1993  
**Reissue Date** 10/21/1997  
**Expire Date** 10/31/2015

**License Status**

**This license is current and active.**  
**All information below should be reviewed.**

**Classifications**

C-8 - CONCRETE  
A - GENERAL ENGINEERING CONTRACTOR

**Bonding Information**  
**Contractor's Bond**

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.  
**Bond Number:** SC6028761  
**Bond Amount:** \$12,500  
**Effective Date:** 03/02/2009  
Contractor's Bond History

**Bond of Qualifying Individual**

The Responsible Managing Officer (RMO) BERGER ROBERT STEPHEN certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.  
**Effective Date:** 06/08/2006  
BQI's Bond History

**Workers' Compensation**

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST  
**Policy Number:**WPL50219070  
**Effective Date:** 10/01/2012  
**Expire Date:** 10/01/2015  
Workers' Compensation History



## License Search for Professional Engineers and Land Surveyors

Licensee Name:	HANSEN MICHAEL CHARLES
License Type:	LAND SURVEYOR
License Number:	6947
License Status:	CLEAR Definition
Expiration Date:	September 30, 2015
Address:	2021 EL VENDEN WY
City:	ROSEVILLE
State:	CA
Zip:	95661
County:	PLACER
Actions:	No

Public Record Action(s)

This information is updated Monday through Friday - Last updated: MAR-17-2015

### Disclaimer

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General Engineering & Concrete Contractors

P.O.Box 402  
Vineburg, Ca 95487  
707-935-3805  
707-935-5931 (fax)  
office@bergerconcrete.com

## **REFERENCE LIST:**

1. **Sonoma County Regional Parks** \* 2300 County Center Dr. #A, SR, CA \*  
Contact: Mark Cleveland *ERIN SMITH PARK* 707-565-2041  
ADA Improvements, concrete pathways, site grading, parking lot upgrades  
*DID GOOD WORK - BUILDING*
2. **City of Davis** -\* 2300 Russell Blvd., Davis, CA \*  
Contact: Matt Deussenberry *-PUBLIC WORKS* 530-757-5686  
Playfield Park Flatwork - Concrete flatwork, drainage, irrigation, site grading, tree  
planting, root barrier, handrails *PROFESSIONAL / PLACEMENT / HIGHEST REGARD.*  
*END RESULT A, GOOD TIMING.*
3. **City of Napa** \* PO Box 980905, Napa, CA 94559\*  
Contact: Jeff Folks 707-290-6432  
City sidewalk, ADA Ramps, Curb/gutter, Driveway Approach



State of California

Department of Industrial Relations

Division of Labor Standards Enforcement

## Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number:

Contractor Legal Name:

Berger Concrete

[Contractor License Lookup](#)

License Number:

675120

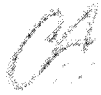
### Public Works Contractor Registration Web Search Results

One Registered Contractor found. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
BERGER CONCRETE INC.	1000003757	CSLB:675120	12/11/2014	06/30/2015

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Division of Labor Standards Enforcement**Public Works Contractor Registration Search**

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Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

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Contractor Legal Name:  [Contractor License Lookup](#)

License Number:

**Public Works Contractor Registration Web Search Results**

One Registered Contractor found. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
UNITED STRIPING 101 INC.	1000013394	CSLB:470501	03/02/2015	06/30/2015

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